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Tarrant County Texas

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D208444694

2 Pages

Suzanne Henderson

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AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS }

COUNTY OF TARRANT }

WHEREAS, **Floyd R. Adams II**, Lessor (whether one or more), heretofore executed an Oil, Gas and Mineral Lease, dated December 20, 2006, to **Bagby Energy Holdings, LP**, Lessee, herein referred to as "The Lease" recorded at Clerk Document No. D207266052, Official Public Records of Tarrant County, Texas, whereby Lessor leased certain lands situated in Tarrant County, Texas, to wit:

Tract 1: Being 0.12 acres, more or less, out of the James McDonald Survey, Abstract No. 997, Tarrant County, Texas, more fully described in a Quitclaim Deed dated May, 1993 from Tonya Rebekah Adams to Floyd Ray Adams II and recorded in Volume 11080, Page 952 in the office if the County Clerk, Tarrant County, Texas. (4M)

Tract 2: Being 0.49 acres, more or less, of the Rolling Acres Addition, an Addition to the City of Mansfield, Tarrant County, Texas, more fully described in a Quit Claim Deed dated May, 1993 from Tonya Rebekah Adams to Floyd Ray Adams II and recorded in Volume 11080, Page 952 in the office of the County Clerk, Tarrant County Texas. (24A1A)

AND WHEREAS, said description is incomplete and indefinite as to legal description, and the lands intended to be covered are more accurately described as follows:

0.61 of an acre, more or less out of the James McDonald Survey, Abstract No. 997 described in two tracts as follows:

Tract 1: 0.12 of an acre, more or less out of the James McDonald Survey, A-997, Tarrant County Texas, being more particularly described in that certain Quitclaim Deed dated May 31, 1993, from Tonya Rebekah Adams to Floyd Ray Adams, II, recorded in Volume 11080, Page 952, Official Public Records, Tarrant County, Texas;

Tract 2: 0.49 of an acre, more or less, being a portion of Lot 24 in the Rolling Acres Addition, out of the James McDonald Survey, A-997, Tarrant County, Texas, according to the Plat recorded in Volume 388-Z, Page 63, Plat Records of Tarrant County, Texas, and being the same lands more particularly described by metes and bounds as 0.49 of an acre in that certain Warranty Deed with Vendor's Lien dated April 27, 1992, from James Smith, Administrator of the Estate of Eddie Duane Powers, Deceased, to Floyd Ray Adams, II, and Tonya Rebekah Adams, recorded in Volume 10632, Page 666, Official Public Records, Tarrant County, Texas, and further described as 0.49 of an acre in Quitclaim Deed dated June 1, 1993, from Tonya Rebekah Adams to Floyd Ray Adams II, and recorded in Volume 11080, Page 952, Official Public Records, Tarrant County, Texas.

WHEREAS the lease And all rights and privileges thereunder, are now owned and held by **XTO Energy Inc.**, a Delaware corporation (hereinafter referred to as "Lessee").

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WHEREAS Paragraph 4 of The Lease provides that ..."units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of ten percent (10%) thereof"...

AND WHEREAS, Paragraph 6 A. of The Lease provides that ..."160 acres plus a tolerance of ten percent (10%) for each gas well"...

NOW THEREFORE, Notwithstanding anything to the contrary, it is the desire of the Lessee and Lessor to amend Paragraph 4 and Paragraph 6 A of The Lease to allow for 320 acres plus a tolerance of ten percent (10%).

AND, for the consideration received by Lessors on executing The Lease, and the benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, or we, the undersigned, jointly and severally, do hereby adopt, ratify and confirm The Lease, and all of its provisions, except as herein modified and amended, and do hereby grant, lease, and let to the Lessee therein or its successors and assigns, any and all interest which I, or we, now have, or may hereafter acquire, either by conveyance, devise, inheritance or operation of laws, and whether vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in The Lease and as amended hereby, and the undersigned hereby declare that The Lease and all of its provisions, as amended, are binding on the undersigned and is a valid and subsisting Oil and Gas Lease and this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

IN WITNESS WHEREOF, this instrument is executed by the undersigned Lessors on the respective date of acknowledgment below, but is effective as of the date of December 20, 2006, date of "The Lease".

LESSORS:

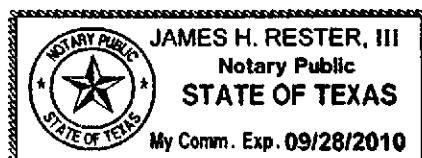

Floyd R. Adams II a/k/a Floyd Ray Adams II

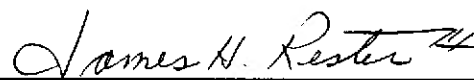
Address: 1612 E. Renfro St.
Burleson, Texas 76028

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 19th day of November, 2008 by Floyd R. Adams II a/k/a Floyd Ray Adams II.




Notary Public, State of Texas

Return to: Bryson G. Kuha
6127 Green Jacket Dr.
Apt. # 1123
Fort Worth, TX 76157